

## **EXHIBIT 3**



Joseph Weiner <hersheyweiner@gmail.com>

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## Sales Purchase Agreement - Kitchen Winners to Rock Fintek v6 clean.pdf

1 message

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**Joseph Weiner** <hersheyweiner@gmail.com>  
To: Joseph Mendlowits <josephm@adorama.com>

Mon, Apr 5, 2021 at 3:01 PM

Please look it over and call me about

Sent from my iPhone



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**Sales Purchase Agreement - Kitchen Winners to Rock Fintek v6 clean.pdf**  
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## SALES AND PURCHASE AGREEMENT

**THIS SALES AND PURCHASE AGREEMENT** (this “Agreement”) is entered into on April \_\_, 2021 (the “Effective Date”), **KITCHEN WINNERS NY INC**, a New York corporation having an address at 1134 53<sup>rd</sup> Street, Brooklyn, NY 11219 ( “Seller”) and **ROCK FINTEK LLC** a \_\_\_\_\_ Limited Liability Company having an address at 1680 Michigan Avenue, Miami Beach, Florida 33139 (“Buyer”) (each a “Party” and, collectively, the “Parties”). The Parties agree jointly, severally, mutually, and reciprocally to the terms and conditions stated herein and that this Agreement may be referenced from time to time in any documents or agreements with respect to the sale and purchase of:

### **1,000,000 boxes of Nitrile Gloves**

Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the “Products” described below subject to the following terms and conditions:

#### **1. Purchase and Sale:**

Product	Boxes	Unit Price	Purchase Price
Nitrile Gloves (Box 100) Color: Blue, Medical exam grade with FDA 510k	1,000,000	\$11.50	\$11,500,000.00
Brand: Medcare			
Sizes: S =10% M =40% L= 40% XL=10%			

#### **2. Payment Terms:**

- a. On the date hereof, Buyer shall wire to an account designated by Seller the sum of \$900,000.00 (the “First Deposit”). On the first day of Week 4 and prior to the Shipment of any Products in Tranche 3, Buyer shall wire to an account designated by Seller the sum of \$1,000,000.00 (the “Second Deposit” and once funded together with the First Deposit referred to herein as the “Deposit”). The Deposit shall be applied to the Purchase Price in accordance with Schedule A.
- b. The Deposit shall be paid to Adorama Inc. at:
 

Citibank, N.A. 153 East 53rd St., NY, NY 10043  
 Account: Adorama Inc.  
 Account#: 4979165791  
 ABA#: 021000089  
 For international wires: SWIFT Code: CITIUS33
- c. Any payment or balance of the Purchase Price payable for each box of gloves shipped shall be paid to Seller upon Buyer’s inspection of the products at Seller’s warehouse in Los Angeles, California prior to Buyer’s collection of the delivered Products. Payments

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are considered timely if wire confirmation is made within 48 hours (excluding Saturday and Sunday) from product availability at Seller's Los Angeles warehouse.

- d. *Seller reserves the right to entertain backup offers for the Products and on such terms as Seller deems appropriate until such time that Buyer deposits the Deposit, or any subsequent payment due, with Seller. Seller may proceed to sell to other purchasers in the order of first in time to deposit the full Deposit in cash. Seller shall promptly notify Buyer if another purchaser has deposited funds with Seller. In the event Buyer fails to timely make any subsequent balance payment due hereunder, Seller shall have the right to sell the Products to another purchaser and retain the Deposit paid hereunder as liquidated damages.*
3. **Products Ready.** Provided that all payments due are timely made, within six (6) weeks of Buyer funding the Deposit, Seller shall have shipped all of the Products, (the "Shipping Period") which shall be in accordance with the estimated shipping schedule attached hereto as Schedule "A".
4. **Shipped Defined.** For the purposes of this Agreement "**Shipped**" shall mean Buyer's receipt of a Bill of Lading for that shipping container of Products. A Bill of Lading shall be deemed satisfactory for this provision at the time the Products are packed into a shipping container and picked up by Seller from the factory. delivery onboard the shipping vessel shall not be necessary to satisfy the shipping schedule contemplated hereby.
5. **Customs.** The Products shall be shipped by sea to the U.S. port of Long Beach. Seller shall import the Product, clear customs and pay any taxes and duties. Buyer shall arrange for and pay the cost of ground transportation after customs clearance.
6. **Manufacturing Disclaimer.** Seller is merely a reseller of the Products and not the manufacturer, as such Seller does not make any warranties as to the Products except that they conform to the specifications provided.
7. **Manufacturing Variance.** Seller shall be allowed a variance in packing quantities of up to ten (10%) percent.
8. **Additional Order Option.** Buyer shall have the option to enter into a contract for an additional 1,000,000 boxes of gloves at \$10.75 per box with no rebate (the "Option") provided that Buyer shall be required to provide written notice of its intent to exercise the Option to Seller prior to shipment of the last tranche of Products hereunder. If Buyer waives its right to exercise the Option, the Option may be exercised by Mr. Shalom Arik Maimon by delivery of written notice of his intent to exercise the Option to Seller prior to shipment of the last tranche of Products hereunder.
- 9.

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**10. Rebate.** Provided that all payments due hereunder are timely made, Seller shall provide Buyer a rebate of \$0.25 per box for a total of \$250,000.00 (the "Rebate") which shall be applied to the last shipping container of Products in tranche 4.

**11. General Provisions:**

- a. **LANGUAGE:** All communications made or notices given pursuant to this Agreement shall be in the English language. Notices may be made by overnight courier, registered mail or electronic mail at the addresses provided.
- b. **JURISDICTION, VENUE & CHOICE OF LAW:** The Parties agree that the internal laws of the state of New York shall govern any matter or dispute relating to or arising out of this Agreement, as well as any dispute of any kind that may arise between Buyer and Seller without regard for conflict of law provisions. In case any litigation specifically permitted under this Agreement is initiated, the Parties agree to submit to the personal jurisdiction of the state and federal courts of the following county: New York County (Manhattan), New York. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature. The Parties hereby waive the right to any objection of venue, including assertion of the doctrine of forum *non conveniens* or similar doctrine.
- c. **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party without the express written consent of the other party.
- d. **SEVERABILITY:** If any part or sub-part of this Agreement is held invalid or unenforceable by a court of law or competent arbitrator, the remaining parts and sub-parts will be enforced to the maximum extent possible. In such condition, the remainder of this Agreement shall continue in full force.
- e. **NO WAIVER:** In the event that any Party fails to enforce any provision of this Agreement, this shall not constitute a waiver of any future enforcement of that provision or of any other provision. Waiver of any part or sub-part of this Agreement will not constitute a waiver of any other part or sub-part.
- f. **HEADINGS FOR CONVENIENCE ONLY:** Headings of parts and sub-parts under this Agreement are for convenience and organization, only. Headings shall not affect the meaning of any provisions of this Agreement.

*[remainder of page intentionally left blank; signature pages follow]*

The foregoing Agreement is read and agreed by:

Seller:

Signature: \_\_\_\_\_  
Name: Hershey Weiner  
Title:

On behalf of: **Kitchen Winners NY Inc.**  
Phone:  
Email:

Signature: \_\_\_\_\_  
Name: Joseph Mendlowitz  
Title:

On behalf of: **Adorama Inc.**  
Phone:  
Email:

Buyer:

Signature: \_\_\_\_\_  
Name: Bradley Gilling  
Title: COO

On behalf of: **Rock Fintek LLC**  
Phone:  
Email:

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**Schedule A**

<b>Week</b>	<b>Tranche</b>	<b>Quantity</b>	<b>Method of Payment upon arrival</b>
Week 1	Tranche 1	5 Containers Shipped	\$700,000.00 from the First Deposit \$1,025,000.00 paid by Buyer
Week 2	Tranche 2	5 Containers Shipped	\$1,725,000 paid by Buyer
Week 3		No shipment	
Week 4	Tranche 3	10 Containers Shipped	\$3,450,000.00 paid by Buyer
Week 5		No shipment	
Week 6	Tranche 4	13 Containers Shipped	\$1,200,00.00 from Deposit. \$3,035,000 Paid by Buyer. \$250,000.00 Rebate applied to last container.

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